

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

FASHION LEAF GARMENT CO., LTD. and CTR
HOLDINGS LLC,

Plaintiffs,

v.

RINGER JEANS LLC, RINGER JEANS
APPAREL LLC, RINGERJEANS LLC, NEW
AGE BRANDING LLC, E-Z APPAREL, LLC,
ESSENTIALS NEW YORK LLC, ESSENTIALS
NEW YORK APPAREL, LLC, LIMITED
FASHIONS, LLC, GABRIEL ZEITOUNI and
CHARLES AZRAK,

Defendants.

C.A. No. 19-cv-03381-ALC-BCM

JURY TRIAL DEMANDED

ANHUI GARMENTS IMPORT & EXPORT CO.,
Ltd.,

Intervenor Plaintiff,

v.

NEW AGE BRANDING LLC, and LIMITED
FASHIONS, LLC

Intervenor Defendants.

DECLARATION OF ALEX ZHAO

I, Alex Zhao, hereby declare that:

1. I am the owner of Fashion Leaf Garment Co., Ltd. ("Fashion Leaf"). I am familiar with the facts set forth herein, and if called as a witness, I could and would testify competently to those facts under oath.
2. Fashion Leaf is engaged in the business of selling garments to wholesalers.
3. I am familiar with Fashion Leaf's practices of invoicing and shipping of garments to its customers.
4. Between early 2018 and early 2019, Fashion Leaf was involved in a series of garment sales to defendants Ringerjeans LLC ("Ringer") and its affiliates New Age Branding LLC ("New Age") and Limited Fashions, LLC ("Limited Fashions") (together, "Intervenor Defendants"). Fashion Leaf sourced those garments from multiple sellers, including the Intervenor Plaintiff, Anhui Garments Import & Export Co., Ltd. ("Anhui").
5. The invoices identified by Anhui in paragraphs 21 and 26 of its Complaint in Intervention in this action (D.I. 102) represent garments that were actually sold by Anhui to New Age and Limited Fashions, respectively, and shipped by Fashion Leaf to those companies.
6. The following chart shows the invoices identified by Anhui in its Complaint in Intervention, further broken down with a description of the invoiced garments, the number of pieces of each garment type delivered to Limited Fashions, and the purchase order number by which Limited Fashions ordered those garments.

Customer	Invoice Number	PO#	Description of goods	Units	Invoiced Amount
Limited Fashions, LLC	AG18ZCDF160050BGZ	809	Lady's jacket X117THG09J	5760	\$97,920.00
	AG18ZCDF160050BGZ	802	Lady's jacket X117THG09J	2910	\$49,470.00
	AG18ZCDF160050C	809	Lady's jacket X117THG09J	5598	\$95,166.00
	AG18ZCDF160050C	802	Lady's jacket X117THG09J	696	\$11,832.00
	AG18ZCDF160050E	809	Lady's jacket X117THG09J	2760	\$46,920.00
	AG18ZCDF160053BGZ	818	Lady's jacket X117THG09J	9120	\$155,040.00
	AG18ZCDF160053CGZ	818	Lady's jacket X117THG09J	2538	\$43,146.00
	AG18ZCDF160053DGZ	818	Lady's VestX119TH AQ3V	3888	\$50,544.00
	AG18ZCDF160053GZ	818	Lady's vest X116TH897V	1344	\$15,456.00
	AG18ZCDF160053GZ	809/ 2	Lady's jacket X117THG09J	3810	\$64,770.00
	AG19ZCDF160003AGZ	825	Lady's pant TC18-1415p	2388	\$23,880.00
	AG19ZCDF160003AGZ	825	Lady's pant TC18-1425p	2980	\$28,906.00
	AG19ZCDF160003AGZ	825	Lady's pant TC19-1706p	3560	\$36,312.00
	AG19ZCDF160003AGZ	818	Lady's vest X119THAQ3 V	3492	\$45,396.00
	AG19ZCDF160003AGZ	818	Lady's jacket X119THAQ6 7J	2340	\$33,930.00
	AG19ZCDF160003GZ	825	Lady's pant TC19-1705p	2376	\$24,948.00
			TOTAL	55,560	\$823,636.00

7. All of the foregoing garments, which were identified amongst the invoices in Anhui's Complaint in Intervention, were shipped by Fashion Leaf to Limited Fashions.

8. The following chart shows the invoices identified by Anhui in its Complaint in Intervention, further broken down with a description of the invoiced garments, the number of pieces of each garment type delivered to New Age, and the purchase order number by which New Age ordered those garments.

Customer	Invoice Number	PO#	Description of goods	Units	Invoiced Amount
NEW AGE BRANDING LLC	AG18ZCDF160038E	768	Lady's jacket X418THAH8J	1152	\$17,164.80
	AG18ZCDF160038F	768	Lady's jacket X117THG09J	1770	\$30,090.00
	AG18ZCDF160038F	768	Lady's jacket X418THAH8J	1146	\$17,075.40
	AG18ZCDF160038F	768	Lady's jacket X418THY66J	1800	\$23,940.00
	AG18ZCDF160038F	768	Lady's jacket X317THQ67J	1746	\$25,317.00
	AG18ZCDF160038G	768	Lady's jacket X117THG09J	1770	\$30,090.00
	AG18ZCDF160038G	768	Lady's jacket X117THG09J	3432	\$58,344.00
	AG18ZCDF160038G	785	Lady's jacket X117THG09J	3342	\$56,814.00
	AG18ZCDF160038H	768	Lady's jacket X418THAH8J	1176	\$17,522.40
	AG18ZCDF160038H	785	Lady's jacket X117THG09J	3270	\$55,590.00
	AG18ZCDF160039A	785	Lady's jacket X117THG09J	606	\$10,302.00

AG18ZCDF160039B	785	Lady's jacket X117THG09J	1200	\$20,400.00
AG18ZCDF160039	785	Lady's Jacket X117THG09J	1200	\$20,400.00
AG18ZCDF160044A	770	Lady's jacket X418TIY66J	1200	\$15,960.00
AG18ZCDF160044A	770	Lady's jacket	1794	\$23,860.20
AG18ZCDF160044B	770	Lady's jacket X418THY66J	1176	\$15,640.80
AG18ZCDF160044B	770	Lady's jacket X418THY66J	1800	\$23,940.00
AG18ZCDF160044B	770	Lady's jacket X418TIG09J	1200	\$19,200.00
FEDEX#464386441522	785	TC18-1509	60	\$780.00
		TOTAL	30,840	\$482,430.60

9. All of the foregoing garments, which were identified amongst the invoices in Anhui's Complaint in Intervention, were shipped by Fashion Leaf to New Age.
10. On November 10, 2020, with the Court's leave, Fashion Leaf filed a Second Amended Complaint to clarify that the garments identified in Paragraphs 6 and 8 above were sold by Anhui to New Age and Limited Fashions, respectively, and to formally withdraw its claims for relief concerning those garments in light of Anhui's complaint in intervention asserting those same claims against New Age and Limited Fashions.
11. In addition, Fashion Leaf has assigned to Anhui any and all claims it has, had or may have had against New Age and Limited Fashion regarding the garments identified in Paragraphs 6 and 8 above.

12. None of the defendants, including Ringer, New Age, and Limited Fashions ever advised Fashion Leaf that they failed to receive any of the garments they ordered, including those garments sold by Anhui.
13. None of the defendants, including Ringer, New Age, and Limited Fashions have made any payments to Fashion Leaf for the garments identified in Paragraphs 6 and 8 above, or returned any of those garments to Fashion Leaf.
14. None of the defendants rejected the garments upon delivery or within a reasonable time thereafter. It was only in response to this action that the defendants asserted that all the garments accepted by them months before were defective and that they would not pay for them.
15. Neither Ringer, New Age, Limited Fashions or any of the defendants ever identified any alleged defective merchandise to have been Anhui-sourced garments.
16. I declare under the penalty of perjury under the laws of the United States that to the best of my knowledge and recollection the foregoing is true and correct.

[SIGNATURE]

Executed this 17th day of November 2021.